

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aptalis Pharma Canada Inc.		10/04/2013	CORPORATION: QUEBEC
Aptalis Pharma US, Inc.		10/04/2013	CORPORATION: DELAWARE
Aptalis Pharmatech, Inc.		10/04/2013	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	100 N. Tryont Street
Internal Address:	Mail Code: NC1-007-17-15
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	85325612	APTALIS
Registration Number:	2516220	AXCAN
Registration Number:	2942642	AXCAN PHARMA
Registration Number:	2942643	AXCAN PHARMA
Registration Number:	0681724	BENTYL
Registration Number:	2595613	CANASA
Registration Number:	3200054	
Registration Number:	3627967	P
Registration Number:	1155249	CARAFATE
Registration Number:	1572831	CARAFATE
Registration Number:	4340353	
Registration Number:	2148843	HP

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Registration Number:	3453776	PYLERA
Registration Number:	4203271	RECTIV
Registration Number:	1794089	SCANDI SHAKE
Registration Number:	2214800	SCANDICAL
Registration Number:	1765728	SCANDIPHARM
Registration Number:	1764007	SCANDIPHARM
Registration Number:	2532206	SCANDISHAKE
Registration Number:	2846834	SOURCECF
Registration Number:	1854418	ULTRASE
Registration Number:	4289339	ULTRESA
Registration Number:	4292653	ULTRESA
Registration Number:	1976987	URSO
Registration Number:	2735321	URSO 250
Registration Number:	3110312	URSO FORTE
Serial Number:	77896647	VIOKACE
Registration Number:	545868	VIOKASE

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Sonya Jackman
Signature:	/Sonya Jackman/
Date:	10/31/2013

Total Attachments: 7
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EXECUTION VERSION

**TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)**

TRADEMARK SECURITY AGREEMENT, dated as of October 4, 2013 among certain Loan Parties from time to time party hereto and BANK OF AMERICA, N.A., as administrative agent for the Secured Parties (as defined below).

Reference is made to the U.S. Pledge and Security Agreement dated as of October 4, 2013 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among APTALIS MIDHOLDINGS INC., a Delaware corporation ("Holdings"), APTALIS PHARMA INC., a Delaware corporation (the "Parent Borrower"), certain other Subsidiaries of the Parent Borrower from time to time party thereto and BANK OF AMERICA, N.A., as administrative agent for the Secured Parties. The Secured Parties' agreements in respect of extensions of credit to the Parent Borrower and Aptalis Pharma Canada Inc. (the "Co-Borrower", together with the Parent Borrower, the "Borrowers") are set forth in the Credit Agreement dated as of October 4, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Parent Borrower, the Co-Borrower, Holdings, BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and each lender from time to time party thereto. Each of the Subsidiaries party hereto is an affiliate of the Borrowers and will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement, and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and

recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including those listed on Schedule I hereto and (b) all goodwill connected with the use thereof and symbolized thereby.

Section 3. Termination. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing effecting or evidencing such termination or release with respect to the Trademark Collateral acquired under this Trademark Security Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. [Reserved.]

Section 6. Miscellaneous. The provisions of Article 6 of the Security Agreement are hereby incorporated by reference.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

APTALIS PHARMA CANADA INC.
APTALIS PHARMA US, INC.
APTALIS PHARMATECH, INC., each as a
Grantor

By: 

Name: Steve Gannon

Title: Senior Vice President, Chief Financial
Officer and Treasurer

BANK OF AMERICA, N.A., as Administrative Agent

By: _____ 

Name:

Fani Davidson

Title:

Vice President

{Signature Page to Trademark Security Agreement}

**TRADEMARK
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Annex A

List of Other Parent Borrower Subsidiaries that are Grantors

1. Aptalis Pharma Canada Inc.
2. Aptalis Pharma US, Inc.
3. Aptalis Pharmatech, Inc.

Schedule I
Short Particulars of U.S. Trademark Collateral

UNITED STATES Trademarks, Service Marks and Trademark Applications

Grantor	Country	Mark	Application No.	Filing Date	Reg. No.	Reg. Date
Aptalis Pharma Canada Inc.	US	APTALIS	85325612	20-May-11		
Aptalis Pharma Canada Inc.	US	AXCAN	75719930	3-Jun-99	2516220	11-Dec-01
Aptalis Pharma Canada Inc.	US	AXCAN PHARMA	76493593	27-Feb-03	2942642	19-Apr-05
Aptalis Pharma Canada Inc.	US	AXCAN PHARMA (and design)	76493594	27-Feb-03	2942643	19-Apr-05
Aptalis Pharma Canada Inc.	US	BENTYL	72059832	30-Sep-58	0681724	14-Jul-59
Aptalis Pharma Canada Inc.	US	CANASA	76124724	8-Sep-00	2595613	16-Jul-02
Aptalis Pharma Canada Inc.	US	CANASA (INTESTINE) DESIGN	76604619	29-Jul-04	3200054	23-Jan-07
Aptalis Pharma Canada Inc.	US	P (CAPTAIN PYLERA DESIGN)	77338871	28-Nov-07	3627967	26-May-09
Aptalis Pharma Canada Inc.	US	CARAFATE	73222042	2-Jul-79	1155249	26-May-81
Aptalis Pharma Canada Inc.	US	CARAFATE (TABLET LOGO DESIGN)	73787584	20-Mar-89	1572831	26-Dec-89
Aptalis Pharma US, Inc.	US	DESIGN MARK (Encapsulated dot for ULTRESA)	77910147	12-Jan-10	4340353	28-May-13
Aptalis Pharma Canada	US	HP & DESIGN	75183338	18-Oct-96	2148843	7-Apr-98

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Grantor	Country	Mark	Application No.	Filing Date	Reg. No.	Reg. Date
Inc.						
Aptalis Pharma Canada Inc.	US	PYLERA	78846616	24-Mar-06	3453776	24-Jun-08
Aptalis Pharma US, Inc.	US	RECTIV	85330038	25-May-11	4203271	4-Sep-12
Aptalis Pharma US, Inc.	US	SCANDI SHAKE	74247195	19-Feb-92	1794089	21-Sep-93
Aptalis Pharma US, Inc.	US	SCANDICAL	75456504	25-Mar-98	2214800	29-Dec-98
Aptalis Pharma US, Inc.	US	SCANDIPHARM	74275598	15-May-92	1765728	20-Apr-93
Aptalis Pharma US, Inc.	US	SCANDIPHARM	74275599	15-May-92	1764007	13-Apr-93
Aptalis Pharma US, Inc.	US	SCANDI SHAKE	76292132	30-Jul-01	2532206	22-Jan-02
Aptalis Pharma US, Inc.	US	SOURCECF	78213801	12-Feb-03	2846834	25-May-04
Aptalis Pharma US, Inc.	US	ULTRASE	74167373	3-May-91	1854418	20-Sep-94
Aptalis Pharma US, Inc.	US	ULTRESA	77898302	21-Dec-09	4289339	12-Feb-13
Aptalis Pharma US, Inc.	US	ULTRESA DESIGN	77914922	19-Jan-10	4292653	19-Feb-13
Aptalis Pharma US, Inc.	US	URSO	74264521	10-Apr-92	1976987	28-May-96
Aptalis Pharma US, Inc.	US	URSO 250	76242737	18-Apr-01	2735321	8-Jul-03
Aptalis Pharma US, Inc.	US	URSO FORTE	78461748	4-Aug-04	3110312	27-Jun-06
Aptalis Pharma US, Inc.	US	VIOKACE	77896647	18-Dec-09		
Aptalis Pharma US, Inc.	US	VIOKASE	71574797	2-Mar-49	545868	31-Jul-51

TRADEMARK

RECORDED: 10/31/2013

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